

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM303943

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Societe Generale		01/08/2014	CORPORATION: FRANCE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cinedigm Entertainment, Corp.		
<b>Street Address:</b>	902 Broadway		
<b>Internal Address:</b>	9th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77188472	DOCURAMA	
<b>Serial Number:</b>	76297101	DOCURAMA	
<b>Serial Number:</b>	76405134	EVERYTHING ELSE IS PURE FICTION	
<b>Serial Number:</b>	77862410	FLATIRON FILM COMPANY	
<b>Serial Number:</b>	76297100	NEW VIDEO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2022631253		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2028357500		
<b>Email:</b>	dcip@milbank.com		
<b>Correspondent Name:</b>	Javier J. Ramos		
<b>Address Line 1:</b>	1850 K St NW, Suite 1100		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	24635.08200		
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos		
<b>SIGNATURE:</b>	/Javier J. Ramos/		
<b>DATE SIGNED:</b>	05/08/2014		
<b>Total Attachments: 11</b>			

CH \$140.00 77188472

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**AMENDED AND RESTATED CREDIT AGREEMENT**

**DATED AS OF JANUARY 8, 2014**

**among**

**CINEDIGM CORP.,**

**as THE BORROWER,**

**SOCIÉTÉ GÉNÉRALE,  
as ADMINISTRATIVE AGENT**

**ONEWEST BANK, FSB,  
as COLLATERAL AGENT**

**AND**

**THE LENDERS PARTY HERETO,**

**SG AMERICAS SECURITIES, LLC,  
as BOOKRUNNER**

**SG AMERICAS SECURITIES, LLC and ONEWEST BANK FSB,  
as JOINT LEAD ARRANGERS**

**ONEWEST BANK FSB,  
as SYNDICATION AGENT**

**SUNTRUST BANK,  
as DOCUMENTATION AGENT**

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MILBANK, TWEED, HADLEY & McCLOY LLP

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## AMENDED AND RESTATED CREDIT AGREEMENT

This AMENDED AND RESTATED CREDIT AGREEMENT dated as of January 8, 2014, is entered into among CINEDIGM CORP., a Delaware corporation (the “Borrower”), the Lenders, and SOCIÉTÉ GÉNÉRALE (“SG”), as Administrative Agent and OneWest Bank, FSB, as Collateral Agent.

The Borrower, the Administrative Agent, SG as Collateral Agent and certain Lenders entered into the Credit Agreement, dated as of October 17, 2013 (the “Original Credit Agreement”), pursuant to which the Initial Loans were made to the Borrower for the purposes set forth in Section 4.19 of this Agreement, including the consummation of the acquisition on October 21, 2013, by the Borrower (as buyer) of 100% of the issued and outstanding membership interests of NewCo (the “Acquisition”) pursuant to the Membership Interest Purchase Agreement, dated as October 17, 2013 (the “Purchase Agreement”) with Gaiam Americas, Inc., as seller (the “Seller”)

The Borrower has requested that the Original Credit Agreement (and any associated Loan Documents) be amended and restated to provide for certain changes since the Initial Closing Date and OneWest Bank, FSB to be added as a Lender and Collateral Agent.

As such, the parties to the Original Credit Agreement now desire to amend and restate the Original Credit Agreement in its entirety to reflect such changes and, in recognition of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Original Credit Agreement is accordingly hereby amended and restated in its entirety as follows:

### ARTICLE I. DEFINITIONS, INTERPRETATION AND ACCOUNTING TERMS

Section 1.1. Defined Terms. As used in this Agreement, the following terms have the following meanings:

[REDACTED]

[REDACTED]

[REDACTED]

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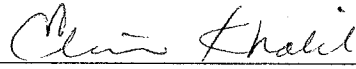
## ARTICLES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

CINEDIGM CORP.,  
as Borrower

By:   
Name: Christopher McGurk  
Title: Chairman & CEO

SOCIÉTÉ GÉNÉRALE, as Administrative  
Agent

By:   
Name: **Elaine Khalil**  
Title: **Managing Director**

ONEWEST BANK, FSB, as Collateral Agent

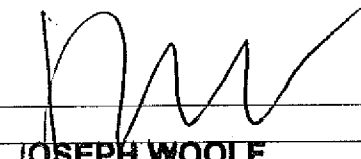
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Name: \_\_\_\_\_  
Title: \_\_\_\_\_



SOCIÉTÉ GÉNÉRALE, as Administrative  
Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ONEWEST BANK, FSB, as Collateral Agent

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: **JOSEPH WOOLF**  
**EXECUTIVE VICE PRESIDENT**

SOCIÉTÉ GÉNÉRALE, as Lender

By: Elaine Khalil  
Name: Elaine Khalil  
Title: Managing Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ONEWEST BANK, FSB, as Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SUNTRUST BANK, as Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SOCIÉTÉ GÉNÉRALE, as Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ONEWEST BANK, FSB, as Lender

By: \_\_\_\_\_  
Name: **JOSEPH WOOLF**  
Title: **EXECUTIVE VICE PRESIDENT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SUNTRUST BANK, as Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SOCIÉTÉ GÉNÉRALE, as Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

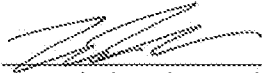
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ONEWEST BANK, FSB, as Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SUNTRUST BANK, as Lender

By:  \_\_\_\_\_  
Name: Michael Vegh  
Title: Director

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## SCHEDULES & EXHIBITS